

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11

73 Empire Development LLC,

Case No. 19-22285

Debtor.

**MONTHLY OPERATING STATEMENT FOR THE PERIOD OF**  
**August 1, 2019 to August 31, 2019**

DEBTOR'S ADDRESS:

c/o David Goldwasser  
7280 West Palmetto Park Rd  
Suite 203-N  
Boca Raton, FL 33433

MONTHLY DISBURSEMENTS:  
\$-0-

DEBTOR'S ATTORNEY:

Backenroth, Frankel, & Krinsky, LLP  
800 Third Ave, 11<sup>th</sup> Floor  
New York, NY 10022

MONTHLY OPERATING PROFIT  
(LOSS):  
\$-0-

REPORT PREPARER:

Mark Frankel, with information provided by the Debtor.

THIS OPERATING STATEMENT MUST BE SIGNED BY A REPRESENTATIVE OF  
THE DEBTOR.

The undersigned, having reviewed the attached report and being familiar with Debtor's financial affairs, verifies under the penalty of perjury, that the information contained therein is complete, accurate and truthful to the best of my knowledge.

DATE: 10/30/19

s/David Goldwasser, authorized signatory of GC Realty  
Advisors, Managing Member  
SIGNATURE AND TITLE

Indicate if this is an amended statement by checking here

AMENDED STATEMENT

Receipts and Disbursements

RECEIPTS	\$-0-
DISBURSEMENTS	\$ -0-

Balance Sheet

ASSETS

Real Property	\$6,000,000
Personal Property	\$100,000

LIABILITIES

Secured Claims	\$-0-
General Unsecured (Unliquidated)	\$2,808,285



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## STATEMENT OF ACCOUNT

73 EMPIRE DEVELOPMENT LLC  
 DIP CASE 19-22285 SDNY  
 FIA CAPITAL PARTNERS LLC  
 7280 W PALMETTO PARK RD  
 BOCA RATON FL 33433-3422

Page: 1 of 2  
 Statement Period: Aug 01 2019-Aug 31 2019  
 Cust Ref #: \_\_\_\_\_  
 Primary Account #: \_\_\_\_\_

**Chapter 11 Checking**

73 EMPIRE DEVELOPMENT LLC  
 DIP CASE 19-22285 SDNY  
 FIA CAPITAL PARTNERS LLC

**TD now accepts Real Time Payments!**

We're pleased to announce that TD will soon accept Real Time Payments (RTPs), which means you can receive certain electronic payments sent through RTP almost immediately. This is good news for consumers, businesses, and government agencies who use RTPs. As a TD Customer, you are automatically enrolled. Please be advised that you may not send or receive RTPs on behalf of a person who is not a resident of, or otherwise residing in, the United States. Please visit [tdbank.com/RTP](http://tdbank.com/RTP) to learn more.

**ACCOUNT SUMMARY**

Beginning Balance	7.00	Average Collected Balance	7.00
		Interest Earned This Period	0.00
Ending Balance	7.00	Interest Paid Year-to-Date	0.00
		Annual Percentage Yield Earned	0.00%
		Days in Period	31

**DAILY ACCOUNT ACTIVITY**

No Transactions this Statement Period

**Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to [www.tdbank.com](http://www.tdbank.com)**

## How to Balance your Account

**Begin by adjusting your account register as follows:**

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	7.00
2	Total Deposits	+ _____
3	Sub Total	_____
4	Total Withdrawals	- _____
5	Adjusted Balance	_____

2 DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Deposits</b>		2

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Withdrawals</b>		4

**FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR  
QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

**TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377**

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

## INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

**FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY**

**In case of Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**FINANCE CHARGES:** Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.